

Terms of Service

Rocky Mountain Institute of Food Technologists (RMIFT)

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Welcome to the Rocky Mountain Institute of Food Technologists (RMIFT) website (Site). This website is provided as a service of the Rocky Mountain Institute of Food Technologists.

The Rocky Mountain Institute of Food Technologists (RMIFT) may at any time revise its Privacy Policy and Terms of Service policies. By accessing, browsing, or using the RMIFT Site, you accept and agree to, without limitation or qualification, these Terms of Service (and any amendments) and RMIFT's Privacy Policy. You are encouraged to visit this page from time to time to review the current policies.

Overview

Through our rockymountain-ift.org website ("Site") we provide information, products ("Products"), and services related to the food science and technology industry (collectively, the "Services"). Throughout these Terms, all references to the Site shall include the websites of affiliates and subsidiaries of RMIFT that are involved with the operation of the Site or the provision of the Services.

Your use of our Site and our Services, and purchase of our Products is governed by these Terms of Service ("Terms") and our privacy policy (available on our website which may be amended from time to time and effective upon posting, and which is incorporated by reference herein ("Privacy Policy")). References to "you", "your", "subscribers", or "members" mean you as a casual visitor, someone who has created a user account for receiving information from us, user of our Services, member, subscriber, or customer, as applicable.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND SERVICES AND THE PURCHASE AND SALE OF OUR PRODUCTS. BY ACCESSING OR USING THE WEBSITE OR SERVICES, OR PURCHASING OUR PRODUCTS, YOU ARE ACCEPTING THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE OR THE SERVICES. IMPORTANT: THESE TERMS CONTAIN AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, AND ALSO CONTAINS A CLASS ACTION AND JURY TRIAL RIGHT WAIVER.

We regularly update and improve our Site, Products, and Services, and we may at times add, change, or remove features, and these Terms may also need to change. The current version of these Terms will be posted on our Site and will be effective immediately upon posting. By continuing to use the Site or Services, or purchase our Products following any such change, you accept and agree to be bound by such modified Terms.

Web Content and Materials

The information and materials contained on the Site are for marketing and informational purposes only and do not purport to be any measure of complete disclosure regarding RMIFT. Your eligibility to participate in any discussions or view any information or data listed on the Site is subject to the final approval and acceptance of RMIFT. RMIFT is not responsible for the opinions and information posted on this Site by others.

Privacy; Conduct; Minimum Age

A. Personal Information

We will maintain and use your "Personal Information" as defined in, and according to our Privacy Policy, and which may be modified from time to time in our discretion, which modifications are effective as of the

date posted on our Site. Your continued access or use of the Site or purchase of our Products or use of our Services indicates that you agree with such modifications.

B. Code of Professional Conduct

New and renewing members hereby agree to be bound by our Code of Professional Conduct (located on rockymountain-ift.org and incorporated herein by reference and as updated from time to time and effective when posted). You agree to comply with our Event Code of Conduct (set forth at the end of these Terms). In addition, no user of this Site may post material which violates our Statement on Diversity (incorporated herein by reference and as updated from time to time and effective when posted), including, but not limited to, any libelous, defamatory, discriminatory, abusive, profane, threatening, offensive, or illegal materials.

C. Use By Minors

We do not knowingly collect or solicit Personal Information from children under 16. If you are under 16, please do not attempt to register for the Services or send any Personal Information about yourself to us. If we learn we have collected Personal Information from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Information, please contact us.

Registration; Account Ownership

A.

The Site and the Products and Services are intended for purchase, access, and/or use by individuals who are at least 16 years old, and by agreeing to the Terms you represent (i) that you are at least 16 years old and reside in a state, region, or country in which the Products and Services may legally be provided, (ii) you are the person whose name and other information have been provided for the account that you have or are creating, (iii) that you have not previously been suspended or removed from our member or subscriber list, and (iv) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.

B.

All the information that you supply to us in creating your member or subscriber (referred to together as “member”) account must be accurate. You are responsible for maintaining the confidentiality of your account and password. We may reject any username that violates these Terms, including any username that uses another person’s identity or that violates our community and content guidelines. We reserve the right to invalidate and require you to change your password if we believe it has become unsecure. We may use the email you provide to us in your member account profile to provide you with service messages and updates. By becoming a member, you are consenting to the receipt of these communications.

Availability

We shall use commercially reasonable efforts to provide continuous access to the Site. We do not guarantee that the Site will be always accessible. The Site may be unavailable during maintenance periods or during an emergency. In addition to normal maintenance, there may be events that will make the Site inaccessible for a limited amount of time due to unforeseen circumstances. We have the right to refuse to provide access to the Site or any part thereof. We shall not be liable to you or any other person, firm, or entity for any unavailability of the Site or Services if such failure is due to any cause beyond our reasonable control.

Restrictions on Use of the Site

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To exploit, harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- In any manner that could disable, overburden, damage, or impair the Site or interfere with any third party’s use of the Site, including their ability to engage in real time activities through the Site.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

User Feedback; Third-Party Social Media Postings

A.

By submitting any ideas, comments, suggestions or other information to us (through our Site, social media sites, or other digital platforms, or through Google, or other review sites, or other means), including, but not limited to, those related to improvements to the Site or Services (collectively, the “Feedback”) you agree that such Feedback shall be deemed, and shall remain, our property, and you agree to and do hereby assign to us all your right, title, and interest in and to all Feedback (including without limitation intellectual property rights and moral rights) to us without compensation or further notice to you.

B.

We are entitled to use the Feedback without restriction for any purpose whatsoever, commercial, or otherwise, without compensation or further notice to you. None of the Feedback shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Feedback.

User Content

A.

The Site may, now or in the future, permit the posting or submission for posting of content, including, but not limited to, reviews, comments, or other textual content, files, images, photographs, videos, animation,

sounds, musical works, data, or other materials and content by you (collectively, “User Content”). We do not endorse or approve any User Content that you or other Users submit or post. We respect the intellectual property rights of others. You must have the legal right to submit to us or, where permitted, post any User Content to the Site. You are solely responsible for any User Content that you create, transmit, or display while using the Site.

B.

If you have posted User Content to our Facebook, Instagram, LinkedIn, X (Twitter), YouTube, or other social media pages or platforms, or on other websites, you agree to and do hereby grant us and our licensors, affiliates, partners, successors and assigns, a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, summarize, translate, create derivative works of and publicly perform the User Content that you post or otherwise submit to us for any purpose, in any form, medium, or technology now known or later developed.

C.

You agree to not submit, upload, or post any User Content to the Site that infringes or may infringe the copyright, trademark, or other intellectual property rights of a third party nor may you submit User Content that violates any third party’s right of privacy or right of publicity. You may submit only User Content permitted by the owner or by law.

D.

All User Content you post or submit for posting to the Site is deemed nonconfidential.

E.

You agree to not engage or permit others to have access to your login credentials to engage, in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information or content.

F.

You also agree to take sole responsibility for any royalties, fees or other monies owed to any person or entity by reason of any User Content you post or transmit through the Site we provide.

G. User Content License from You

You retain copyright and any other rights you already hold in User Content which you submit, post, or display on or through, the Services. When you post or submit for posting User Content to the Site, you agree to and do hereby expressly grant to us and to our affiliates, parents, subsidiaries, agents, representatives, licensors or other third party partners, and our successors and assigns, a nonexclusive, worldwide, perpetual, irrevocable, transferrable, sub-licensable license and right to use, without restriction, including, but not limited to the right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display or perform the User Content and to provide such User Content to any other user of the Site or the Service, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party (collectively, the “License”).

User Content Submission and Posting Guidelines

You are responsible for all User Content that you submit to us. You may not submit or post User Content that:

- Is not your own original creation or that you do not have permission to use.
- Infringes the copyright, trademark, patent right, or other proprietary right of any person or that is used without the permission of the owner.

- You know to be inaccurate.
- Is pornographic, sexually explicit, or obscene.
- Exploits children or minors.
- Violates the rights of privacy or publicity of any person.
- Is harassing, libelous, slanderous, or defamatory.
- Contains any personally identifying information about any person without their consent or about any person who is a minor.
- May be deemed generally offensive to the Site community, including blatant expressions of bigotry, prejudice, hatred, profanity or religious or political radicalism.
- Includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose.
- Is off topic.
- Is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice.
- Is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments.
- Violates any local, state, federal, and/or international laws or regulations.
- Promotes or provides instructional information about illegal or illicit activities.
- Contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment.
- Is intended to overwhelm, cause technical disruptions of or denial of service to the Site.

Removal of User Content

We reserve the right (but have no obligation) to remove, block, edit, move, or disable User Content that is objectionable to us for any reason. The decision to remove User Content at any time is in our sole and final discretion. To the maximum extent permitted by applicable law, we do not assume any responsibility or liability for User Content or for any failure to or delay in removing User Content or other Content. You are solely responsible for your User Content and may be held liable for User Content that you post.

DMCA Notice

If you believe that any content on the Site violates these Terms or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512, “DMCA”). In the case of an alleged infringement, please provide the following information to the designated agent listed below:

- A description of the copyrighted work or other intellectual property that you claim has been infringed.
- A description of where the material that you claim is infringing is located on the Site (including the exact URL).
- An address, a telephone number, and an e-mail address where we can contact you.
- A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law.
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner’s behalf.

- Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

Designated DMCA Agent:

Rocky Mountain Institute of Food Technologists

Attn: DMCA Agent

rmift1@gmail.com

Billing: Payment

A. Product Purchases

- Fees. Fees for our Products and Services are described in the applicable Site page. We may change our fees at any time, which will be effective when posted.
- Payment Terms. Unless different payment terms are specified in a Site, all fees are due in full upon purchase of the applicable Service or product. You agree to pay interest on any delinquent amount at the rate of the maximum rate allowed by law.

B. Credit Card Processing

We use a third-party payment processing service for processing credit card payments. Your use of any of these providers' services is subject to your agreement to and continued compliance with their terms and conditions.

C. Annual Membership Renewal

Where offered, you may set your annual membership dues to be automatically charged to your credit card on a recurring basis. You are responsible for paying the annual membership renewal fee associated with your account on the payment due date, for as long as your account is open.

Refunds

We reserve the right to deliver refunds at our sole discretion. When you apply to become a member, you acknowledge, agree, and accept that: (i) payments made to us prior to termination of your account are nonrefundable; (ii) an account terminated due to noncompliance with any of our policies is not eligible for a refund for any of the Services; and, (iii) refunds will not be given for the unused time remaining in a billing cycle after account termination.

Suspension, Terminations

A. Suspension

We may suspend your account and access to the Service, with or without notice, if you violate any provision of these Terms.

B. Termination

We reserve the right to deactivate any Member accounts which have not been active for at least six (6) months. We reserve the right to stop providing the Website or the Service to you or access to the Website at any time for any reason and without prior notice. We reserve the right, in our sole discretion, to close your account, without prior notice, for breach of these Terms or for any other reason listed in the full Terms.

Intellectual Property; Ownership

You agree that use of the Site and the Services does not constitute any basis for ownership of the Site and that we, our affiliates or our licensors own all legal right, title, and interest in and to the Site and all information, materials, images, software, photographs, articles, functions, text, and other content solely

provided by or on our behalf on the Site (specifically excluding any User Content that is, as between you and us, your property but licensed to us) (collectively, “RMIFT Content”). The Site and the selection and arrangement thereof, are protected under the copyright laws and other intellectual property laws of the United States and other countries. We reserve all rights not expressly granted herein in and to the Site.

Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. You agree to waive any right to a jury trial or to participate in a class action.

— *End of Terms of Service* —

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